| | | | | 1. CONTRACT | ID CODE | | PAGE OF PAGES |
|--|--|---|-----------------------|---|----------------|---------|-------------------|
| AMENDMENT OF SOLICIT | 'ATION/MODIF | FICATION OF CONTRACT | | S | | | 1 30 |
| 2. AMENDMENT/MODIFICATION NO. 0001 | 3. EFFECTIVE DATE 27-Jan-2015 | 4. REQUISITION/PURCHASE REQ. NO. N4493014RQ4JAPAN | | | 5. PROJE | ECT NO | O.(If applicable) |
| 6. ISSUED BY CODE | N68836 | 7. ADMINISTERED BY (Ifother than item6) | | COI | DE | | |
| NAVSUP FLC JACKSONVILLE SERVICE CONTRACTS DIV LASHAWN S BROWN 110 YORKTOWN AVE 3RD FLOOR JACKSONVILLE FL 32212-0097 | | See Item 6 | | | | | |
| 8. NAME AND ADDRESS OF CONTRACT OR | (No., Street, County, | State and Zip Code) | Х | 9A. AMENDMI N68836-15-R-0 | ENT OF 1001 | SOLI | CITATION NO. |
| | | | Х | 9B. DATED (SE 27-Jan-2015 | | | |
| | | | L | 10A. MOD. OF | | | |
| CODE | FACILITY COI | DE | | 10B. DATED (| SEE ITE | EM 13 | ,) |
| | | APPLIES TO AMENDMENTS OF SOLI | CIT | ATIONS | _ | | |
| The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment proceeding items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the 12. ACCOUNTING AND APPROPRIATION I | ior to the hour and date spect copies of the amendmente reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to che e solicitation and this amen- | cified in the solicitation or as amended by one oft nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI ange an offer already submitted, such change may b | ent or ACK D MA | Illowing methods: n each copy of the offi NOWLEDGMENT TAY RESULTIN nde by telegram or let | ГО ВЕ | | |
| 12 TUIS II | EM ADDITES ONLY | TO MODIFICATIONS OF CONTRACT | | DDEDS | | | |
| | DIFIES THE CONTRA | CT/ORDER NO. AS DESCRIBED IN IT | EM | 14. | IADE IN | THE | |
| CONTRACT ORDER NO. IN ITEM 10A | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT, office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENT AL AGREEMENT | TH IN ITEM 14, PUR | SUANT TO THE AUTHORITY OF FA | | | is change | es in p | aying |
| | | JRSUANT TO AUTHORITT OF. | | | | | |
| D. OTHER (Specify type of modification an | d authority) | | | | | | |
| E. IMPORTANT: Contractor is not, | is required to sig | gn this document and return | co | pies to the issuing | g office. | | |
| DESCRIPTION OF AMENDMENT/MODE where feasible.) Amendment issued to correct the start date to change the minimum guarantee information. | or the base period of | | | | | | nd |
| Except as provided herein, all terms and conditions of the | document referenced in Item | 9A or 10A, as heretofore changed, remains uncha | nged | and in full force and | eflect. | | |
| 15A. NAME AND TITLE OF SIGNER (Type of | or print) | 16A. NAME AND TITLE OF CO | NT | RACT ING OFFIC | CER (Ty | pe or | print) |
| | | TEL: | | EMAIL: | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNE | D 16B. UNITED STATES OF AME | RIC | A | | 16C. | DATE SIGNED |
| (Signature of person authorized to sign) | - | (Signature of Contracting Of | fice | r) | | 27- | Jan-2015 |
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

| | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----|-----------------------------------|----------|---|--------|
| | POP 15-MAR-2015 TO 31-DEC-2015 | N/A | NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination | N62649 |
| To: | | | | |
| | DELIVERY DATE | OHANTITY | SHIP TO ADDRESS | UIC |

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------------------------------|----------|---|--------|
| POP 01-APR-2015 TO 31-DEC-2015 | N/A | NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination | N62649 |

The following Delivery Schedule item for SUBCLIN 0002AA has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|---|--------|
| POP 15-MAR-2015 TO 31-DEC-2015 | N/A | NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination | N62649 |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---------------|----------|-----------------|-----|
|---------------|----------|-----------------|-----|

31-DEC-2015

NAVSUP FLC YOKOSUKA

ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

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The following Delivery Schedule item for SUBCLIN 0002AB has been changed from:

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 15-MAR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500

01181-468-16-6398 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-APR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination

The following Delivery Schedule item for SUBCLIN 0002AC has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 15-MAR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

31-DEC-2015

NAVSUP FLC YOKOSUKA

ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

The following Delivery Schedule item for SUBCLIN 0002AD has been changed from:

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAR-2015 TO $\,$ N/A $\,$ NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP BLDG F-157

PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-APR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

The following Delivery Schedule item for SUBCLIN 0002AE has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

31-DEC-2015

NAVSUP FLC YOKOSUKA

ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

The following Delivery Schedule item for SUBCLIN 0002AF has been changed from:

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 15-MAR-2015 TO N/A NAVSUP FLC YOKOSUKA N62649

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157

PSC 473 BOX 11

FPO AP 96349-1500

01181-468-16-6398

FOB: Destination

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------------------------------|----------|---|--------|
| POP 01-APR-2015 TO 31-DEC-2015 | N/A | NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination | N62649 |

The following Delivery Schedule item for SUBCLIN 0002AG has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|---|--------|
| POP 15-MAR-2015 TO 31-DEC-2015 | N/A | NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination | N62649 |

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31-DEC-2015

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ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination N62649

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The following Delivery Schedule item for SUBCLIN 0002AH has been changed from:

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 15-MAR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-APR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 15-MAR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

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POP 01-APR-2015 TO

31-DEC-2015

NAVSUP FLC YOKOSUKA

ATTN: C456 ISSOP **BLDG F-157** PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination

The following Delivery Schedule item for CLIN 0004 has been changed from:

N/A

DELIVERY DATE QUANTITY **SHIP TO ADDRESS** UIC

POP 15-MAR-2015 TO NAVSUP FLC YOKOSUKA N/A

31-DEC-2015 ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-APR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 15-MAR-2015 TO N/A NAVSUP FLC YOKOSUKA

31-DEC-2015 ATTN: C456 ISSOP

BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination

To:

QUANTITY SHIP TO ADDRESS UIC **DELIVERY DATE**

POP 01-APR-2015 TO N/A 31-DEC-2015

NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398

FOB: Destination

N62649

The following have been modified:

MINIMUM GUARANTEE

As referred to in the Indefinite Quantity clause (FAR 52.216-22), the contract minimum and maximum quantities are as set forth below. The maximum quantity is the total estimated quantity for each item as set forth in the schedule. The maximum quantity shall not be exceeded except as may be provided by formal modification to the contract. A separate task order will be issued to obligate the minimum guarantee.

| MINIMUM QUANTITY | MAXIMUM QUANTITY |
|------------------|--------------------------|
| \$3,000.00 | \$10,000,000.00/per year |

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

OCONUS LABOR SUPPORT SERVICES

JAPAN4

1.0 INTRODUCTION

The purpose of this contract is to provide U.S. Navy and U.S. Marine Corps customers, in the Fleet Logistics Center Yokosuka (FLC-Yokosuka) Japan Operating Area with a responsive, efficient, and reliable means of obtaining temporary contract labor support on an as-needed basis to meet the needs of their operational objectives.

2.0 BACKGROUND

The Fleet Logistics Center Jacksonville (FLCJ) has analyzed the types of Contractor services needed by its customers and used this information to initiate this procurement to provide the required services more effectively and efficiently. This requirement, referred to as Japan4, was created through the efforts of industry and customer participation in advance planning, thereby addressing customer needs and industry experience in the development of a strategically sourced contract vehicle. The objective is to allow for economies of scale and improved productivity, while saving overall costs of operations at the same or better customer service levels.

This Contract is for contract labor support Outside the Continental United States (OCONUS) in the following functional areas:

Administrative Support and Clerical Services

Quarters Management Services

Health Services

Information and Arts

Information Technology

Instructional and Training Services

Maritime Material Handling Load and Stow Services

Mechanics and Maintenance and Repair

Plant and System Operation

Engineering/Technical Support

Mobile Equipment Operation

Financial Management

Specialized Technology

Industrial Services

General Services and Support

It is anticipated that this contract will be awarded and individual task order requirements will be issued by Procurement Contracting Officers (PCOs). Task orders will be performance-based and may contain both Cost or Firm Fixed Price (FFP) type CLINS. Cost and FFP task orders may include options for extensions beyond one year.

3.0 APPLICABLE DOCUMENTS

The Contractor shall adhere to the most current version of the following documents in accordance with Section 7.0, Performance Requirements.

- a. OPNAV Instruction 5530.14E, Navy Physical Security and Law Enforcement Program.
- b. DoD 5220.22-M, National Industrial Security Program Operating Manual.
- c. OPNAVINST 5090.1C, Environmental Readiness Program Manual
- d. OPNAVINST 5100.23G, NAVOSH Program Manual.
- e. DoD 8570.01-M, Information Assurance Workforce Improvement Program.
- f. SECNAV M-5510.30, DoN Personnel Security Program Manual.
- g. Publication NAVSUP P484
- h. Publication NAVSUP P485
- i. NAVSUP P-486, Food Service Management
- j. NAVSUP P-421, Food Operations Reference Manual
- k. NAVMED P-5010. Manual of Naval Preventive Medicine
- 1. Joint Personnel Adjudication System (JPAS)
- $m.\ Defense\ Security\ Service\ -\ Electronic\ Fingerprint\ Capture\ for\ Industry\ of\ January\ 2013$

- n. Under Secretary of Defense Memorandum DoD Transition to Electronic Fingerprint Capture and Submission in Support of Background Investigations of July 29, 2013.
- o. NAVSUP P-538, Management of Material Handling Equipment (MHE)
- p. OPNAVINST 4460.1A, Shipboard Mobile Support Equipment (SMSE)

The Federal DoD, Navy, local regulations and policies listed above can be located by visiting the applicable website listed below:

NAVSUPINST https://nlll.ahf.nmci.navy.mil/cml

OPNAVINST http://doni.daps.dla.mil/OPNAV.aspx

DOD Directives http://www.dtic.mil/whs/directives

SECNAVINST http://doni.daps.dla.mil/SECNAV.aspx

NAVMED http://www.med.navy.mil/directives/Pages/Publications.aspx

NAVSUP P421 http://www.vssm.org/tor/navsup-p421

NAVSUP P484 http://www.vssm.org/tor/navsup-p484

NAVSUP P485 http://www.vssm.org/tor/navsup-p485

NAVSUP P486 http://www.vssm.org/tor/navsup-p486

NAVSUP P538 http://www.vssm.org/tor/navsup-p538

Additional applicable documents will be identified in the individual task orders.

4.0 ACRONYMS

AQL Acceptable Quality Level

CFP Contractor Furnished Property

CFR Code of Federal Regulations

CLIN Contract Line Item Number

COR Contracting Officer's Representative

COSAL Consolidated Shipboard Allowance List

DGR Designated Government Representative

DLR Depot Level Repairable

DMLSS Defense Medical Logistics Standard Support

DOD Department of Defense

DODAAC Department Of Defense Activity Address Code

DOL Department of Labor

DON Department of the Navy

DONCAF Department of the Navy Central Adjudication Facility

DTO Direct Turn Over

FAD Facility Access Determination

FAR Federal Acquisition Regulations

FFP Firm Fixed Price

FLC Fleet Logistics Center

FSO Facility Security Officer

GLS Global Logistics Support

GPF Government Property Furnished

IAW In Accordance With

IT Information Technology

JPAS Joint Personnel Adjudication System

JTR Joint Travel Regulations

NACLS National Agency Check, Local Agency Check and Local Credit Check

NAVMED Naval Medical Command

NAVSUP Naval Supply Systems Command

NSN National Stock Number

NTE Not to Exceed

ODC Other Direct Costs

OPM Office of Personnel Management

PCL Personnel Security Clearance

PCO Procuring Contracting Officer

PII Personally Identifiable Information

RRAM Real-time Reutilization Asset Management

SCI Sensitive Compartmented Information

SECNAV Secretary of the Navy

SRF-JRMC Ship Repair Facility Japan Regional Maintenance Center

TA Technical Assistant

TIMS Transportation Information Management System

WAWF Wide Area Work Flow

5.0 SCOPE

The Contractor shall provide all necessary direct labor, supervision, management, and materials and equipment, except material and equipment specified as Government Property Furnished, to meet the performance objectives defined in the performance work statement for each individual task order issued hereunder.

The non-personal services to be provided will include diverse disciplines as described in Section 6.0 as follows:

6.0 SUMMARY OF REQUIREMENTS

- **6.1. LABOR SUPPORT SERVICES:** The Contractor shall provide services in the following areas (the following list may not be all inclusive):
- a. Administrative Support and Clerical Services to include Administrative Assistants, Secretaries, Personnel Assistants, Personnel Specialists, and Travel Clerks;
- b. Quarters Management Services to include Housing Referral Assistants;
- c. Health Services to include Administrative Clerks, Medical Records Clerks, Medical Records and Health Information Technicians, Medical and Clinical Laboratory Technologists and Laboratory Technicians;
- d. Information and Arts to include Technical Writers, Library Technicians, Librarians, and Supply Systems Analysts;
- e. Information Technology to include Computer Analysts, Computer Programmers, Computer Specialists, Data Base Programmers and Key Entry Operators;
- f. Instructional and Training Services to include Instructional Technicians;
- g. Maritime Material Handling Load and Stow Services to include General Laborers, Hand Laborers and Material Movers, Riggers, Forklift and Special MULAG Equipment Drivers;
- h. Mechanics and Maintenance and Repair to include General Maintenance and Repair Workers, Heavy Vehicle and Mobile Equipment Service Technicians;
- i. Plant and System Operation to include Environmental Technicians and Specialists and Recycling Workers;
- j. Engineering/Technical Support to include Electronic Technicians;
- k. Mobile Equipment Operators to include Delivery Truck drivers, Heavy and Tractor-Trailer Truck Drivers, and Material Moving Machine Operators;
- 1. Financial Management to include, Accounting Clerks;
- m. Specialized Technology to include Electronic Technicians,
- n. Industrial Services to include Electronic Technicians, Industrial Machinery Mechanics and Maintenance Workers, and Heavy Vehicle and Mobile Equipment Service Technicians;
- o. General Services and Support to include Integrated Logistics Specialists, Stock Clerks, Program Analysts, Program Managers, Warehouse Specialists, Supply Technicians, Project Supervisors, Driver Messengers, Janitors, Other Direct Support.
- **6.2 PROVISIONING** The Contractor shall perform, coordinate and liaison on-load projects to include scheduling, loading, and stowage for various ships within the Japan Operating Area.

- a. Coordinate and liaison on-load projects to include all phases of provisions load-out operations;
- b. Load/ Stow Subsistence and Supplies;
- c. Offload Commercial and Government vehicles;
- d. Offload, on load, back load and inventory ship repair parts;
- e. Provide Logistics support;
- f. Provide Transportation support to include the use of forklifts and flatbed trucks, and MULAG Diesel conveyor belt vehicles.

(The Japan Operating Area includes ships moored at U.S. Naval Repair Facility and Japan Regional Maintenance Center (SRF-JRMC) Shipyard compound.)

7.0 PERIOD OF PERFORMANCE

Base year: 1 April 2015 – 31 Dec 2015 Option year 1: 1 January 2016 – 31 Dec 2016 Option year 2: 1 January 2017 – 31 Dec 2017 Option year 3: 1 January 2018 – 31 Dec 2018 Option year 4: 1 January 2019 – 31 Dec 2019

8.0 PERFORMANCE REQUIREMENTS

The Contractor shall provide non-personal temporary labor services in accordance with the basic contract and as required by performance-based task orders. The location and period of performance for each task will be specified in the order.

9.0 PERSONNEL CONDUCT

The Contractor shall be responsible for the selection, assignment, reassignment, transfer, supervision, management, and control of Contractor personnel employed to perform tasks specified herein. The Contractor shall be responsible for the performance and conduct of Contractor and subcontractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the installation, shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ, for performance under this contract, any person whose employment would result in a conflict of interest with the Government's standards of conduct.

10.0 CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall be responsible for the control and supervision of Contractor personnel performing under each task order. This includes Contractor employee leave and timekeeping issues. The Contractor is responsible for properly training its employees to recognize the scope of their duties before they commence work on a task order. Contractor personnel must be qualified to perform the duties of their assigned labor classifications at the beginning of the task order.
- b. The Contractor shall be responsible for compliance of employees with all safety regulations while working on a Government site. All accidents which may arise out of, or in connection with, performance of required services that result in injury, death, or property damage shall be reported in writing to the Procuring Contracting Officer (PCO) and cognizant Contracting Officer Representative (COR) within 24 hours of such occurrence. Reports shall cite the applicable task order number and give full details of the accident, including statements from witnesses. These procedures shall also apply to any claim made by a third party against the Contractor as a result of any accident that occurs in connection with performance under this contract.

- c. The Contractor shall be responsible for obtaining any certifications and licenses that may be required for performance under this contract.
- d. The Contractor shall attend all post award conferences and periodic progress meetings convened by the Contracting Officer or Contracting Officer's Representative. Meeting attendance and resolution of any outstanding issues shall be at no additional cost to the Government.
- e. The Contractor shall promptly remove, or deny access to, any Contractor personnel whose conduct is determined by the Contractor or Government site management to be inconsistent with the best interests of the Government. The Contractor shall continue to perform contract services following the removal of, or denial of access to, said personnel.

11.0 CONTRACTOR LIABILITY

During periods when access to Government material is granted, the Contractor shall exercise precautions necessary to prevent loss or damage due to theft, carelessness, vandalism or any misuse. Nevertheless, the Contractor shall be liable for payment of the cost of material damaged or lost while in Contractor custody. The Contractor shall report in writing all cases of loss, damage, or destruction of Government Property Furnished to the COR as soon as such facts become known, or when requested by the COR.

12.0 WORKING HOURS These are the anticipated shifts:

a. Work Shifts are as follows:

1st Shift 0500 to 1300

2nd Shift 1300 to 2100

3rd Shift 2100 to 0500

- b. Overtime will not be paid until the employee have exceeded the 40 hours per week. Work shall be 8-hour shifts with 30 minutes unpaid lunch, which will include shift work (1st, 2nd, and 3rd shifts), and on weekends. Contractors shall obtain approval of exceptions to the hours of availability from the COR and the PCO. Normally, a workday will consist of eight hours and conform to the customer's work hours. Overtime shall be considered an allowable cost only when authorized in the delivery/task order.
- c. 2nd Shift 2nd Shift is defined as work starting between the hours of 13:00 PM and 21:00 PM. Personnel working overtime from the 1st shift shall not be authorized 2nd shift rates for overtime commencing in the 2nd shift. Second shift rates will not be paid unless specifically authorized in the Task Order.
- d. 3rd Shift 3rd Shift is defined as work starting between the hours of 21:00 PM and 05:00 AM. Personnel working overtime from the 2nd shift shall not be authorized 3rd shift rates for overtime commencing in the 3rd shift. Third shift rates will not be paid unless specifically authorized in the Task Order.

12.1 SHIFT WORK

The Contractor shall establish adequate work shifts to provide required service. Approximately 85% of the tasking ordered shall be performed during the first shift, 5% during the second shift and 10% during the third shift. Shifts shall be established per tasking.

13.0 **OVERTIME REQUIREMENTS** (Charged to the ODC CLIN)

a. Overtime is on an as-needed basis ONLY. Overtime is authorized for workload surges, to meet customer project milestones, Hurricane Support, dangerous weather conditions and other Acts of God. Contractor shall provide after hours support for 1st, 2nd and 3rd shifts.

- b. The Contractor shall anticipate overtime, as required on a Task Order basis. Overtime will be accomplished outside of normal working hours. Prior authorization for extended hours/overtime shall be obtained from the COR and the PCO.
- c. Overtime will not be paid until the employee has exceeded the 40 hours per week. **Contractor shall anticipate** 5% of total effort will be accomplished outside of normal working hours.

14.0 SECURITY REQUIREMENTS

Security requirements will be determined by the requiring activity and specified in the individual task orders.

The Contractor shall comply with the latest local security Instructions and the latest version of the OPNAVINST 5530.14E, Ch 1, Series, "Navy Physical Security and Law Enforcement Program," as applicable, and all local security requirements of the work site.

Background Security screening for personnel at commands with a Status of Forces Agreement are determined by local Instructions.

- a. Work under this contract and resulting task orders requires access to personally identifiable information (PII) and information protected by the Privacy Act. In addition to the security requirements below, Contractors performing work under this contract and resulting task orders must meet the following criteria: Per SECNAV M5530, all individuals with access to PII or Privacy Act information must be US Citizens. A security clearance is not generally required to perform work under this contract. However, some resulting task orders may require a security clearance.
- b. Physical Security (PS) is concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to installations, equipment, materiel, and documents; and to safeguard against espionage, sabotage, damage, and theft. PS involves the total spectrum of procedures, facilities, equipment, and personnel employed to provide a secure environment which include PS of facilities, personnel security, information security, industrial security, and information assurance.
- c. Clearance requirements will be specified in the individual task order. For all task orders requiring a security clearance, the Contractor shall provide information to the requesting Command or Commander, Navy Installations Command (CNIC) base security manager necessary to obtain clearances, permits, and security badges which will allow Contractor personnel access to work sites. This shall include any police checks, investigations, or other requirements of the badge issuing activity. Further, the Contractor is responsible for ensuring security badges are promptly returned to the issuing activity upon termination of an employee or completion of a given project. The Contractor shall provide picture identification badges for all employees performing work under the contract. When temporary employees are used for periods of two weeks or less, temporary identification badges without photos may be used. Identification badges shall clearly identify the Contractor's name; the individual's full name and gender; and the employee identification number. Badges shall be worn at all times and clearly displayed while performing work located at a Government facility. Contractor employees' identification badges shall be worn in addition to any security badges or passes required by a host Government activity where work is being performed.
- d. Information Assurance. Performance under this contract may require the Contractor to have access to proprietary and/or business sensitive data. The Contractor shall ensure that personnel accessing information systems are properly trained and certified in accordance with DFARS 252.239-7701 and DoD 8570.01-M, "Information Assurance Workforce Improvement Program." Neither the Contractor nor any personnel employed under this contract shall divulge or release data or information developed or obtained under performance of this contract, except to authorize Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, other than as specified in the task order. Disclosure of proprietary data or information regarding operations and services of the requiring activity to persons not entitled to receive it, in connection with work under this contract, may subject the Contractor, Contractor's agent or employees, to criminal or civil liability.
- e. Contractor Access to (Unclassified) Information Systems. Department of Navy (DoN) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices

shall be treated as sensitive data and encrypted using commercially available encryption technology. A Contractor employee whose work involves access to sensitive unclassified information warrants a judgment of trustworthiness. Therefore, each Contractor employee shall have a favorably completed investigation equivalent to the National Agency Check with Local Credit Checks (NACLC). This investigation must be current within 10 years.

- f. Reference is hereby made to Navy awarded contracts requiring Contractor access to Navy sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified, Contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) determination. The Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Therefore, all personnel must undergo a NACLC to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when determinations will be required on the Contractor employees. The following addresses those requirements for Security.
- g. DoN will no longer permit the assignment of non-U.S. citizen Contractor personnel to IT-I and IT-II designated positions. Requests to waive the U.S. citizenship requirement for designated IT-II positions may be submitted through the command Security Manager to CNO (N09N2). IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.
- h. For Contractor personnel who currently have a favorably adjudicated NACLC, the Facility Security Officer (FSO) will use the visitor certification program in the Joint Personnel Adjudication System (JPAS) or a Visit Authorization Request (VAR) to provide the individual's investigative information to the Security Manager of the command visited. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each person designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year. The Contractor shall comply with all applicable DOD security regulations and procedures during the performance of this contract and resulting task orders. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this contract and resulting task orders. Contractor is required to have National Agency Check, Local Agency Check and Local Credit Check (NACLC) in accordance with DOD Instruction 8500.2. Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work.

A NEGATIVE NACLC DETERMINATION WILL RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE WORKSPACE AND RECORDS. NO FOREIGN NATIONAL WILL BE EMPLOYED ON THIS GOVERNMENT CONTRACT.

"Each Contractor employee shall comply with the HSPD-12 E-Verify FAR Clause 52.222-54, Employment Eligibility Verification"

"Each Contractor employee shall have a favorably completed National Agency Check with Local Agency and Credit Checks (NACLC)."

i. If Contractor personnel currently have a favorably adjudicated NACLC, the Contractor shall notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request shall be renewed annually or for the duration of the contract if less than one year. If no previous investigation exists, the Contractor personnel shall complete the requirement for a NACLC. The NACLC is processed through the requesting command Security Manager. The NACLC will be processed through the use of the Electronic Questionnaires for Investigations Processing (e-QIP). Please note: Applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official. Investigative requirements for DON Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of Contractor personnel for security clearance eligibility are processed by the Office of Personnel Management (OPM) and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the Department of the Navy Central Adjudication Facility (DONCAF) is the adjudicative authority for all DON Contractor personnel requiring SCI access eligibility. The e-QIP software can be accessed at the OPM

website http://www.opm.gov/e-qip/index.asp or http://www.dss.mil. The Contractor should provide the completed PSQ for verification or a completed SF-86 to the requesting Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). Applicants can obtain an SF-86 by visiting the OPM website located at: http://www.opm.gov/forms/html/sf.asp. The responsibility for providing the fingerprint cards rests with the Contractor. The Contractor Facility Security Officer/Manager (FSO) will review the form for completeness, accuracy and suitability issues. The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the determination. The requesting command will provide written notification to the Contractor advising whether or not the Contractor employee will be admitted to unclassified but sensitive command areas or be provided access to unclassified but sensitive business information. Determinations are the sole prerogative of the commanding officer of the sponsor activity in cases where derogatory information is uncovered. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required. The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

"ALL AUTHORIZED USERS OF DOD INFORMATION SYSTEMS SHALL RECEIVE INITIAL CYBER SECURITY TRAINING/INFORMATION ASSURANCE AWARENESS ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT."

- j. Procedures for Completing the Electronic Version of the SF 86. The electronic version of the SF 86 shall be completed jointly by the employee and the FSO or an equivalent Contractor employee(s) who has (have) been specifically designated by the Contractor to review an employee's SF 86.
- (1) The FSO or designee shall inform the employee that the SF 86 is subject to review and shall review the application solely to determine its adequacy and to ensure that necessary information has not been omitted. The FSO or designee shall provide the employee with written notification that review of the information is for adequacy and completeness, information will be used for no other purpose within the company, and that the information provided by the employee is protected by reference (m). The FSO or designee shall not share information from the employee's SF 86 within the company and shall not use the information for any purpose other than determining the adequacy and completeness of the SF 86.
- (2) The FSO or designee shall ensure that the applicant's fingerprints are authentic, legible, and complete to avoid subsequent clearance processing delays. The FSO or designee shall retain an original, signed copy of the SF 86, the Authorization for Release of Information and Records, and Authorization for Release of Medical Information until the clearance process has been completed. The FSO or designee shall maintain the retained documentation in such a manner that the confidentiality of the documents is preserved and protected against access by anyone within the company other than the FSO or designee. When the applicant's eligibility for access to classified information has been granted or denied, the retained documentation shall be destroyed.
- (3) Upon receiving a favorable adjudication, the Contractor FSO must submit to the Navy Command's Security Manager a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.
- k. Verification of U.S. Citizenship. The Contractor shall require each applicant for a Personnel Security Clearance (PCL) who claims U.S. citizenship to produce evidence of citizenship. Contractors who are not U.S. citizens or are dual citizens with another country will not be eligible for employment.

Acceptable Proof of Citizenship

(1) For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a State or other jurisdiction does not issue such seals as a matter of policy.

Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.

- (2) If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.
- (3) If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence: Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a Country or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth abroad shall be original or certified documents.
- (A) If Citizenship is from the Island of Puerto Rico; see Puerto Rico Birth Certificates Law 191 of 2009, at web site http://www.prfaa.com/birthcertificates/.
- (B) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.
 - (C) A Report of Birth Abroad of a Citizen of the United States of America
 - (D) A Certificate of Birth.
 - (4) A passport, current or expired, is acceptable proof of citizenship.
- (5) A Record of Military Processing-Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.

15.0 NAVY COMMERCIAL ACCESS CONTROL

Navy Commercial Access Control is not currently available in Japan as of this date. Once it is available, the Contractor will be required to adhere to the process.

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, Contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent Contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found under "Popular Links" at http://cnic.navy.mil/CNIC_HQ_Site/index.htm.

16.0 GOVERNMENT PROPERTY FURNISHED

The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires contractor personnel to be located on a Government site or installation where the use of Government-provided office space and equipment, e.g., chairs, telephones, and computers, is standard practice will be made available and used by contractor personnel. The contractor shall maintain the assigned office space(s) in a neat and orderly manner. Contractor shall only use Government-provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. Contractor shall not remove any Government-provided items from the worksite without the express written permission of the Contracting Officer's Representative or his/her designated representative.

- a. DoD, Navy, and Standard Forms; catalogs; manuals; instructions; publications/ microfiche material identification data; directives; and other related Government documentation the Government deems necessary for contract performance. At the Government's discretion, the data may be provided to the Contractor in CD ROM format.
- b. Distribution, inventory, validation, and other documentation specified in individual task orders; specifications and blueprints; microfilm, microfiche readers, and microcomputers (when information is provided in CD ROM format); and work spaces and work desks/tables for performance of task order functions at a Government site. Workspaces will be provided for workers whose effort is ordered on individual task orders and for site managers whose effort is required at a Government site. Contractor management personnel not providing direct support to the Government will not be provided with a designated work space or associated support equipment.
- c. Utilities, equipment, and normal operating supplies in Government-provided workspaces. Telephone services (local and long distance) will be provided for those task orders that require telephone access for the performance of the task.
- d. Fire prevention and protection normal to the Government-provided workspaces.
- e. Police protection and external security normal to Government-provided workspaces.
- f. Cranes, trucks, forklifts, pallet jacks, and other required material handling equipment, including fuel and any required documentation to operate equipment.
- g. Bar-coding equipment for material processing.
- h. Any other property specified in the task order as Government Property Furnished or Contractor-acquired property.

16.1 ANTICIPATED MATERIAL REQUIREMENTS TO BE PROVIDED BY THE GOVERNMENT FOR PROVISIONING REQUIREMENTS

2 ea – 4K lbs forklifts with pneumatic tires.

1 ea − 5-Ton stake truck

Fuel – Gasoline & Propane

Tri-Walls

Bread Boxes (18" x 12" x 10")

Bubble wrap

Banding

Pallets (40" x 48")

Markers

Various plastic bags

Tape

17.0 ANTICIPATED MATERIAL REQUIREMENTS TO BE PROVIDED BY THE CONTRACTOR FOR PROVISIONING REQUIREMENTS

Vehicle Insurance

Long Shoreman Insurance

Replacement Personal Protective Equipment and Safety Gear

18.0 CONTRACTOR PROVIDED MATERIAL, SUPPLIES AND EQUIPMENT

The Contractor shall provide the following as required by efforts under individual task orders.

- a. For the labor classification of General Maintenance Worker, the Contractor shall furnish hand and power tools valued at three hundred dollars or less that are required for performance of a task order. Hand and power tools costing three hundred dollars or less are considered to be general purpose equipment and not specific to use only under this contract.
- b. When required by local or federal regulations, site personnel shall wear safety glasses, safety shoes, hard hats, and earplugs furnished by the Contractor.
- c. Individual task orders may require the Contractor to provide material, supplies, or equipment that are not available from the Government. For FFP orders, the associated costs shall be included in the total price proposed for the order. The purchase or rental of material, supplies, or equipment must be authorized in the task order in order for the costs to be reimbursed by the Government.
- d. The Contractor is responsible for providing information to the Government facility representative necessary to obtain clearances, permits, and security badges which will allow Contractor personnel access to work sites. This shall include any police checks or other requirements of the badge issuing activity. Further, the Contractor is responsible for ensuring security badges are promptly returned to the issuing activity upon termination of an employee or completion of a given project. The Contractor will be issued security badges and operation permits after clearance has been granted to access the base.

19.0 EXPENSES

19.1 OTHER DIRECT COSTS (ODC)

ODC expenses (Not to Exceed - NTE) are established under this contract. The NTE amount is the maximum amount reimbursable under this contract. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government will not be liable for costs incurred above the funded amount.

Estimated NTE Amounts: Base Year \$26,780.00

Option Year One \$28,135.07

Option Year Two \$29,558.70

Option Year Three \$31,054.37

Option Year Four \$32,625.72

19.2 TRAVEL

Travel in OCONUS and CONUS may be required in support of this contract. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at http://www.dtic.mil/perdiem/trvlregs.html.

Estimated NTE Amounts: Base Year \$72,100.00

Option Year One \$ 75,748.26

Option Year Two \$79,581.12

Option Year Three \$83,607.93

Option Year Four \$87,838.49

No local travel will be reimbursed. Travel outside the local operating area will be identified on each individual Task Order.

No travel shall be conducted without prior approval from the COR or PCO.

20.0 PERFORMANCE REQUIREMENTS SUMMARY.

Contractor performance objectives are summarized in the following table. Additional performance requirements may be added for individual task orders.

| PERFORMANCE | PERFORMANCE | SURVEILLANC | ACCEPTABLE | INCENTIVES/ |
|---------------------------------|--|--------------------------------------|---|--|
| ELEMENT | REQUIREMENT | EMETHOD | QUALITY LEVEL | DISINCENTIVES |
| Personnel | Qualified staff provided within the timeframes specified in the task orders. | Verification by the COR | Greater than 95% of the task order start dates are met by staff qualified to meet the specified task objectives. | Past performance will be considered in determining future task order awards. |
| Contract Deliverables | Contract deliverables furnished as prescribed in the PWS, CDRLs, and task orders. | Verification by the COR | Greater than 95% of deliverables submitted timely and without rework required. | Past performance will be considered in determining future task order awards. |
| Overall Contract Performance | Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual performance report. | Assessment by the COR | All performance elements rated Satisfactory (or higher). | Past performance will be considered in determining future task order awards. |
| Invoices | Invoices in accordance with contract procedures are timely and accurate. | Review and acceptance of the invoice | 100% of the invoices are timely and accurate. | Past performance will be considered in determining future task order awards. |

21.0 NON PERSONAL SERVICES.

This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employees and subcontractors: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

22.0 DELIVERABLES

- 22.1 Management/Quality Assurance Plan (QAP): The Contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. The final Government approved plan shall be submitted within five working days of contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, to include communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QAP, the Contractor may conduct internal Quality Control (QC) inspections. Results of any Contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the Contractor to update/revise the management/QAP to ensure quality service is maintained throughout the life of the contract.
- **22.2** Monthly Status Report: The Contractor shall submit a monthly status report to the COR, with a copy to the PCO, no later than the 10th working day of the following month that includes information as follows for all task orders awarded to date:
- For Provisioning Task Orders The Contractor shall provide a daily log of provision loading activity to the COR with a copy to the PCO. The Government will provide one computer workstation with Microsoft Excel 2003 or later for each work site. Provision load, monthly and daily sample report documents will be provided to the contractor at time of award. Report is due by the 10th day of each month. The following data elements are mandatory:
 - 1-number of pallets
 - 2-number of cases
 - 3-number of trucks/deliveries
 - 4-name and hull number of ship serviced
 - 5-cancellation of loads
 - 6-number of minutes downtime and reason for downtime
 - 7-Contractor wait-time
 - 8-hours expended per load-out
 - 9-number and listing of employees involved in actual load-out and actual load time
 - 10-material wait time (time material staged on pier waiting load-out team)
 - 11-rescheduled deliveries

12-total hours expended for ship per delivery

13-total time expended arranging storerooms

23.0 NMCARS 5237.102(90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the FLC Yokosuka, Japan Operating Area via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil

24.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE:

The Contracting Officer's Technical Assistants under this Task Order and the person responsible for performing inspection and acceptance of the Contractor's performance at the destination) will be identified on individual task orders.

Task Orders

| 22.1 | Technical Assistant: Will be assigned on Individual | | | | |
|------|---|----------------------------------|--|--|--|
| | | Voice Phone: | | | |
| | | Fax Phone: | | | |
| | | E-mail: | | | |
| 22.2 | COR: | To be completed at time of award | | | |
| | | Voice Phone: | | | |
| | | E-mail: | | | |
| 22.3 | ACOR: | To be completed at time of award | | | |
| | | Voice Phone: | | | |

E-mail:

52.212-1 INSTRUCTIONS TO CONTRACTORS--COMMERCIAL ITEMS (JULY 2013)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Contractors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Contractors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Contractors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (http://assist.daps.dla.mil).
- (ii) Quick Search (http://assist.daps.dla.mil/quicksearch).

- (iii) ASSISTdocs.com (http://assistdocs.com).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Contractors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.
- (l) Debriefing. If a post-award debriefing is given to requesting Contractors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all Contractors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

The Government intends to award without discussions a Single Hybrid Requirements contract with Firm Fixed-Price and Cost CLINs for the Japan Strategic Sourcing acquisition for non-personal temporary support services. The Japan

Strategic Sourcing acquisition for non-personal services includes: Administrative Support and Clerical Services, Quarters Management, Health Services, Information and Arts, Information Technology, Instructional and Training Services, Mechanics and Maintenance and Repair, Plant and System Operation, Engineering/Technical Support, Mobile Equipment Operation, Financial Management, Specialized Technology, Industrial Services, and General Services and Support. The Contractors shall provide all the necessary direct labor, supervision, management, and materials and equipment, except material and equipment specified as Government-furnished, to meet the performance objectives defined in the Performance Work Statement for each subsequent task order issued.

In accordance with FAR 37.112, the Government intends to use this contract to acquire temporary contractor support services, which shall not be regarded or treated as personal services. The period of performance for all task orders shall in no event exceed one year.

The quantities of hours for each of the services specified in the Billing Rate Table are estimates only to be used solely for evaluation purposes and are not purchased by the basic contract. The Government does not warrant or in any way guarantee the accuracy of these estimated hours.

This solicitation is issued as a competitive 8(a) set-aside in accordance with the Small Business Act (15 U.S.C. 637(a)). FSC Code is R706. The NAICS Code is 561320, with a size standard of \$25.5 M.

Questions Concerning the Solicitation: Questions must be submitted in writing, via email, no later than **10 days after issuance of the solicitation** to lashawn.brown@navy.mil. All questions will be reviewed and responded to by an amendment to the solicitation. Reference Solicitation number N68836-14-R-0096 Logistics Support Services (Japan) on all requests for clarification.

Period of Acceptance for Offers: Contractors agree to hold their prices firm for a period of 90 days. Award is anticipated on or around **1 April 2015**.

(m) ADDITIONAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS

The Government reserves the right to make award solely on initial proposals received. Contractors bear the burden of ensuring that all portions of the offer (and any authorized amendments) reach the designated office before the deadline specified in the solicitation. Proposals for the services to be provided shall be submitted by US Mail, Commercial Express Service, or hand-carried to one of the following addresses below no later than the date and time specified in block #8 page one (1) of the solicitation. Faxed or emailed proposals will not be accepted. Late submissions will also not be accepted.

US MAIL

Naval Supply Systems Command Fleet Logistics Center Jacksonville Attention: LaShawn Brown (904) 542-0631 P.O. BOX 97 Jacksonville, FL 32212-0097

COMMERCIAL EXPRESS SERVICE (FEDEX/UPS) OR HAND-CARRIED

Naval Supply Systems Command Fleet Logistics Center Jacksonville Attention: LaShawn Brown (904) 542-0631 BLDG 110 3RD Floor Jacksonville, FL 32212

PREPARATION OF PROPOSALS

a. Contractors are required to submit, by the specified solicitation closing date and time, their original proposal with copies, divided into three (3) volumes as indicated below.

| PART | CONTENT | BINDER | PAGE LIMITATIONS | NUMBER OF |
|------------|---------------|--------|--------------------------|--------------------|
| | | | | COPIES |
| Executive | Letter of | NA | 3 pages | Original paper |
| Summary | Transmittal | | | |
| | and Executive | | | |
| | Summary | | | |
| VOLUME I | Technical | 3-Ring | 50 pages | Original paper + 1 |
| | Acceptability | | Single-Spaced, Single | CD ROM |
| | | | Sided, 12 Font, 8 ½ x 11 | |
| | | | paper | |
| VOLUME II | Past | 3-Ring | 10 pages | Original paper + 1 |
| | Performance | | Single Spaced, Single | CD ROM |
| | | | Sided, 12 Font, 8 ½ x 11 | |
| | | | paper | |
| VOLUME III | RFP and Price | 3-Ring | N/A | Original paper + 1 |
| | Proposal | | | CD ROM |
| | | | | |

- b. The Contracting Officer will not evaluate any pages in excess of the specified limits. Charts, graphs, and tables will count towards the maximum page limitations. Electronic copies shall be submitted on CD ROM in a format compatible with Microsoft Office products. Failure to meet a mandatory or minimum requirement of the RFP may result in an unacceptable rating. If any reference to documentation is made by the offeror such documentation shall be cited at the page, section, and paragraph level. The cited offeror documentation shall be included in the proposal and counts against the page count. "Any reference to documentation" are documents cited in your proposal that were not required in the RFP.
- c. In addition to instructions to Contractors contained elsewhere in this solicitation, the following elements of the proposal, including specific instructions for its organization and content, are provided as follows:

LETTER OF TRANSMITTAL AND EXECUTIVE SUMMARY: This section shall not exceed three (3) pages. It shall include the offeror's Letter of Transmittal, along with a brief summary of the offeror's capability to accomplish the requirements of the contract. Provide the name, title, email address, and telephone number of the individual(s) responsible for inquiries to the Proposal. Also include Cage Code, DUNS number, Federal Tax ID number and business size.

VOLUME I: TECHNICAL ACCEPTABILITY (50 Pages Maximum). Pricing information shall not be contained in this section.

VOLUME II: PAST PERFORMANCE (10 Pages Maximum).

VOLUME III: RFP AND PRICE PROPOSAL: There is no page limit on the price proposal. However, the price proposal is to be strictly limited to price information and the completed solicitation document. In addition to the prices on the CLINs and subCLINS, the Billing Rate Table shall be completed and provided as part of the proposal in Excel format.

Proposals shall contain only UNCLASSIFIED information. Offers shall be signed by a responsible officer representing the company who submitted the proposal. If any section of the proposal was not prepared by the individual who signs the proposal as described in the aforementioned sentence, identify the person's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror, and the portion of the proposal in which the person participated.

PROPOSAL FORMAT

- a. This section specifies the format the Contractors shall use in proposal submissions. The intent is not to restrict the Contractors in how they will perform their proposed work, but rather to ensure a certain degree of uniformity in the format of the proposals for evaluation purposes.
- b. Each volume should contain the following items in addition to the information required by this solicitation:

Cover: The cover should indicate the following:

Title of the proposal Volume number (I, II or III) Solicitation number

Name and address of offeror

Identification of original signature copies

Table of Contents: The table of contents should provide sufficient detail as to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

c. Requirements for Style: The proposal shall clearly and concisely set forth the contractor's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding of the solicitation requirements. Elaborate artwork and expensive visuals or other presentation aids are neither necessary nor desired.

The offeror shall include the legend, "Source Selection Information - See FAR 2.101 and 3.104" in the header/footer margins (top or bottom) for each volume. However, no other text or logos may appear in the margins; page numbers are acceptable.

Use Font style "Courier" or "Times New Roman" font size 12. Print one-side, single spaced. Page limitations shall include any chart(s), diagram(s), foldouts and/or graphic(s).

PROPOSAL CONTENT

VOLUME I: TECHNICAL ACCEPTABILITY: Contractors shall demonstrate an understanding of the solicitation requirements by describing, in detail, their approach and plan to perform and manage the work specifically required by the Performance Work Statement (PWS). The technical approach must identify the methodology and analytical techniques the offeror will use to fulfill the PWS requirements; including a specific management plan.

The technical proposal will be evaluated first. Each sub-factor will be evaluated independently. An unacceptable rating will render the entire technical proposal unacceptable and render the offer ineligible for award unless discussions are held and an opportunity is afforded the offeror to submit a revised technical proposal. Only a technically acceptable Offeror may receive award.

VOLUME II: PAST PERFORMANCE: Past performance information considered by the Government for the offeror's performance as a prime Contractor and/or subcontractor and the performance of its key management personnel may include the following areas: Quality of products or services, Cost Control, Timeliness, Business Relationships, Customer Satisfaction and Key Personnel.

In their proposals, Contractors shall provide information (Name of company, contract number, contract type, contract amount, contract period of performance, description of service and points of contact with telephone numbers) on three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation. The contracts provided shall have been performed within the last three (3) years from the closing date of the solicitation and be at least 75% completed. If the offeror has not had three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor). Contractors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the

similarity of the contracts to the requirements of the RFP. For each of the three contracts provided as a reference, the offeror shall provide all of the information specified in this paragraph.

In addition to the information requested above, Contractors shall send a Past Performance Customer Evaluation Survey (Section SF 1449 – Continuation Sheet) to each of the references it listed in their proposal. This survey will be filled out by the offeror's references and submitted directly to the Contracting Officer. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

VOLUME III: RFP AND PRICE PROPOSAL: The offeror must indicate all assumptions (if any), conditions, and exceptions upon which the technical and price proposal are based. The offeror must state in its price proposal any exceptions taken to the terms and conditions of the solicitation. For each exception, the offeror must clearly identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government reserves the right to reject any exceptions to this solicitation that are determined not to be in the best interest of the Government.

Amendments [If Applicable]

Amendments will be provided in writing through the same venue from which the Request for Proposal (RFP) was furnished. The Contractor should be aware that if proposal submission is made PRIOR to an amendment, they must RESUBMIT their proposal. It is the Contractor's responsibility to ensure their proposals are submitted under the correct RFP.

This volume shall include the entire completed solicitation document and all pricing information filled out and all representations and certifications filled in. When filling out the pricing information on the line items and Billing Rate Table, be sure to include the unit price, and the extended price (total price for the period of performance).

This volume shall also include signed copies of any and all amendments to the solicitation.

PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION WILL BE VALID FOR AT LEAST 90 DAYS AFTER THE CLOSING DATE OF THIS SOLICITATION.

(End of provision)

(End of Summary of Changes)